

DEPARTMENT OF TRANSPORTATION
DIVISION OF ENGINEERING SERVICES
OFFICE ENGINEER, MS 43
1727 30TH STREET
P.O. BOX 168041
SACRAMENTO, CA 95816-8041
FAX (916) 227-6214
TTY (916) 227-8454



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**** WARNING ** WARNING ** WARNING ** WARNING ****
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February 21, 2007

03-Nev-80-R3.5/R9.2
03-0A6324
ACIM-080-4(180)N

Addendum No. 3

Dear Contractor:

This addendum is being issued to the contract for construction on State highway in NEVADA COUNTY NEAR TRUCKEE FROM 0.4 KM WEST OF SODA SPRINGS OVERCROSSING TO THE DONNER SUMMIT SAFETY REST AREA.

Submit bids for this work with the understanding and full consideration of this addendum. The revisions declared in this addendum are an essential part of the contract.

Bids for this work will be opened on February 27, 2007.

This addendum is being issued to revise the Project Plans, the Notice to Contractors and Special Provisions, the Proposal and Contract and Information Handout.

Project Plan Sheets 459, 462, 463, and 470 are revised. Half-sized copies of the revised sheets are attached for substitution for the like-numbered sheets.

Project Plan Sheet 497A is added. A half-sized copy of the added sheet is attached for addition to the project plans.

In the Special Provisions, "AMENDMENTS TO JULY 1999 STANDARD SPECIFICATIONS," Section 7-1.12B(4)(a), "General," and Section 7-1.12B(4)(b), "Liability Limits/Additional Insureds," are revised as attached.

In the Special Provisions, Section 5-1.17, "PROJECT INFORMATION," the fourth paragraph is replaced with the following paragraphs:

"Cross sections are available in paper copy only for the original set (204 sheets). This original set of cross sections is not available electronically.

A supplemental set of cross sections for the traffic cross-over locations ONLY (34 sheets) is available in electronic copy only (.tif file format) on the internet at:

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http://www.dot.ca.gov/dist3/departments/construction/bidders/find_res.htm"

In the Special Provisions, Section 10-1.20, "MIGRATORY BIRD AND BAT PROTECTION," is replaced as attached.

In the Special Provisions, Section 10-1.56, "JOINTED PLAIN CONCRETE PAVEMENT," under Subsection "Liquidated Joint Sealant Installation," the following paragraph is added after the second paragraph:

"Backer rods shall not be required."

In the Proposal and Contract, the Engineer's Estimate Items 191, 192, 193 194 and 195 are added and Item 190 is deleted as attached.

To Proposal and Contract book holders:

Replace page 3 of the Engineers Estimate in the Proposal with the attached revised page 3 of the Engineers estimate. The revised Engineer's Estimate is to be used in the bid.

Attached is a replaced copy of the Information Handout "Notification of Lake or Streambed Alteration, Notification No. 1600 2006-0059-R2" and "Notice to Bidder, Temporary PCC Batch Plant Permits."

Inquiries or questions in regard to this addendum must be communicated as a bidder inquiry and must be made as noted in the NOTICE TO CONTRACTORS section of the Notice to Contractors and Special Provisions.

Indicate receipt of this addendum by filling in the number of this addendum in the space provided on the signature page of the proposal.

Submit bids in the Proposal and Contract book you now possess. Holders who have already mailed their book will be contacted to arrange for the return of their book.

Inform subcontractors and suppliers as necessary.

This office is sending this addendum by DHL overnight mail to Proposal and Contract book holders to ensure that each receives it. A copy of this addendum is available for the contractor's use on the Internet Site:

http://www.dot.ca.gov/hq/esc/oe/weekly_ads/addendum_page.html

If you are not a Proposal and Contract book holder, but request a book to bid on this project, you must comply with the requirements of this letter before submitting your bid.

Sincerely,

ORIGINAL SIGNED BY

REBECCA D. HARNAGEL, Chief
Office of Plans, Specifications & Estimates
Division of Engineering Services - Office Engineer

Attachments

ENGINEER'S ESTIMATE**03-0A6324**

Item No.	Item Code	Item Description	Unit of Measure	Estimated Quantity	Unit Price	Item Total
181 (S)	840559	100 MM THERMOPLASTIC TRAFFIC STRIPE (RECESSED) (BROKEN 5.18 M - 2.14 M)	M	260		
182 (S)	840572	100 MM THERMOPLASTIC TRAFFIC STRIPE (RECESSED)	M	24 900		
183 (S)	840573	100 MM THERMOPLASTIC TRAFFIC STRIPE (RECESSED, BROKEN 10.98 M - 3.66 M)	M	17 200		
184 (S)	039736	200 MM THERMOPLASTIC TRAFFIC STRIPE (RECESSED, BROKEN 3.66 M - 0.91 M)	M	1050		
185 (S)	840575	100 MM TWO-COMPONENT PAINT TRAFFIC STRIPE	M	760		
186 (S)	840661	TWO-COMPONENT PAINT PAVEMENT MARKING	M2	130		
187 (S)	860401	LIGHTING	LS	LUMP SUM	LUMP SUM	
188 (S)	039737	TRAFFIC OPERATION SYSTEM	LS	LUMP SUM	LUMP SUM	
189 (S)	039738	FIBER OPTIC SYSTEM	LS	LUMP SUM	LUMP SUM	
190	BLANK					
191	011485	MIGRATORY BIRD AND BAT PROTECTION	LS	LUMP SUM	LUMP SUM	
192 (F)	560213	FURNISH SIGN STRUCTURE (LIGHTWEIGHT)	KG	1193		
193 (S-F)	560214	INSTALL SIGN STRUCTURE (LIGHTWEIGHT)	KG	1193		
194 (S)	561008	760 MN CAST-IN-DRILLED-HOLE CONCRETE PILE (SIGN FOUNDATION)	M	3.4		
195	999990	MOBILIZATION	LS	LUMP SUM	LUMP SUM	

TOTAL BID: _____

7-1.12B(4)(a) General

- The Contractor shall carry General Liability and Umbrella or Excess Liability Insurance covering all operations by or on behalf of the Contractor providing insurance for bodily injury liability and property damage liability for the following limits and including coverage for:

1. Premises, operations, and mobile equipment
2. Products and completed operations
3. Broad form property damage (including completed operations)
4. Explosion, collapse, and underground hazards
5. Personal injury
6. Contractual liability

7-1.12B(4)(b) Liability Limits/Additional Insureds

- The limits of liability shall be at least the amounts shown in the following table:

Total Bid	For Each Occurrence ¹	Aggregate for Products/Completed Operation	General Aggregate ²	Umbrella or Excess Liability ³
≤\$1,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$5,000,000
>\$1,000,000 ≤\$5,000,000	\$1,000,000	\$2,000,000	\$2,000,000	\$10,000,000
>\$5,000,000 ≤\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$15,000,000
>\$25,000,000	\$2,000,000	\$2,000,000	\$4,000,000	\$25,000,000
<ol style="list-style-type: none"> 1. Combined single limit for bodily injury and property damage. 2. This limit shall apply separately to the Contractor's work under this contract. 3. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted. 				

- The Contractor shall not require certified Small Business subcontractors to carry Liability Insurance that exceeds the limits in the table above. Notwithstanding the limits specified herein, at the option of the Contractor, the liability insurance limits for certified Small Business subcontractors of any tier may be less than those limits specified in the table. For Small Business subcontracts, "Total Bid" shall be interpreted as the amount of subcontracted work to a certified Small Business.

- The State, including its officers, directors, agents (excluding agents who are design professionals), and employees, shall be named as additional insureds under the General Liability and Umbrella Liability Policies with respect to liability arising out of or connected with work or operations performed by or on behalf of the Contractor under this contract. Coverage for such additional insureds does not extend to liability:

1. Arising from any defective or substandard condition of the roadway which existed at or before the time the Contractor started work, unless such condition has been changed by the work or the scope of the work requires the Contractor to maintain existing roadway facilities and the claim arises from the Contractor's failure to maintain;
2. For claims occurring after the work is completed and accepted unless these claims are directly related to alleged acts or omissions of the Contractor that occurred during the course of the work; or
3. To the extent prohibited by Insurance Code Section 11580.04.

- Additional insured coverage shall be provided by a policy provision or by an endorsement providing coverage at least as broad as Additional Insured (Form B) endorsement form CG 2010, as published by the Insurance Services Office (ISO), or other form designated by the Department.

10-1.20 MIGRATORY BIRD AND BAT PROTECTION

The Contractor shall protect migratory birds, their occupied nests, and their eggs and roosting bats as specified in these special provisions.

Attention is directed to "Project Information" of these special provisions regarding environmental permits, agreements, biological opinions or additional information.

The Federal Migratory Bird Treaty Act (16 U.S.C. 703 et seq.), Title 50 Code of Federal Regulations part 10, and California Department of Fish and Game Code Sections 3503, 3513, and 3800, protect migratory birds, their occupied nests, and their eggs.

The Federal and California Endangered Species Acts protect occupied and unoccupied nests of threatened and endangered bird species. The Bald Eagle Protection Act (16 U.S.C. 668) prohibits the destruction of bald and golden eagles occupied and unoccupied nests.

Nesting or attempted nesting by migratory birds and roosting bats is anticipated to occur between, but not limited to, March 15 and September 1.

When evidence of migratory birds, or their occupied nests, and roosting bats is discovered that may be adversely affected by construction activities, or when birds are injured or killed as a result of construction activities, the Contractor shall immediately stop work within 15 m of the occupied nests or roosting bats and notify the Engineer. Work shall not resume until the Engineer provides written notification that work may begin in this location.

GENERAL CONSTRUCTION ACTIVITIES

For the purposes of this section, general construction activities are those activities that could disturb migratory birds, and their occupied nests, and roosting bats. General construction activities include, but are not limited to; clearing and grubbing. General construction activities shall not include structure construction activities.

General construction activities shall be scheduled outside the anticipated nesting and roosting dates whenever possible. This may require performing general construction activities out of normal sequence and may require additional mobilizations and other additional costs.

When general construction activities are performed during the anticipated nesting and roosting dates, the Contractor shall provide a biologist to inspect the project area just prior to and during the performance of general construction activities to ensure migratory birds, or their occupied nests, or roosting bats are not present.

At the Contractor's option, an alternate migratory bird and bat protection program (MBBPP) for general construction activities may be proposed and shall conform to the requirements of this section.

If general construction activities are stopped because migratory birds, or their occupied nests, or roosting bats are discovered and if, in the opinion of the Engineer, the Contractor could not have avoided the stoppage by performing the general construction activities outside of the anticipated nesting and roosting dates, the Contractor shall be compensated for the stoppage in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. If, in the opinion of the Engineer, the Contractor could have avoided the stoppage by prosecuting the general construction activities outside of the anticipated nesting and roosting dates, the Contractor shall not be entitled to additional compensation for the stoppage. In either case, if the general construction activities are the controlling operation, the days on which the stoppage is in effect shall not be considered working days as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications.

STRUCTURE CONSTRUCTION ACTIVITIES

For the purposes of this section, structure construction activities are those activities that could disturb migratory birds, and their occupied nests and roosting bats. Structure construction activities shall include the removal, painting and construction of buildings, retaining walls, box culverts and bridges.

When the project includes structure construction activities, the Contractor shall provide a migratory bird and bat protection program (MBBPP) conforming to the requirements of this section.

If structure construction activities are stopped because migratory birds, or their occupied nests, or roosting bats are discovered and if, in the opinion of the Engineer, the Contractor could not have avoided the stoppage by implementing an effective MBBPP within 30 days after contract approval, the Contractor shall be compensated for the stoppage in accordance with Section 8-1.05, "Temporary Suspension of Work," of the Standard Specifications. If, in the opinion of the Engineer, the Contractor could have avoided the stoppage by implementing an effective MBBPP within 30 days after contract approval, the Contractor shall not be entitled to additional compensation for the stoppage. In either case, if the structure construction activities are the controlling operation, the days on which the stoppage is in effect shall not be considered working days as defined in Section 8-1.06, "Time of Completion," of the Standard Specifications.

MIGRATORY BIRD AND BAT PROTECTION PROGRAM

When required, the Contractor shall submit a migratory bird and bat protection program (MBBPP) for the protection of migratory birds and their occupied nests and roosting bats. The MBBPP shall show the Contractor's schedule of work, the nesting and roosting prevention measures that the Contractor proposes to take corresponding to the work schedule, and a regular inspection, maintenance and reporting schedule. The Contractor shall modify the MBBPP when nesting and roosting prevention measures are not effective as determined by the Engineer.

Nesting and roosting prevention measures may include scheduling activities outside of the anticipated nesting and roosting dates, removing partially constructed and unoccupied nests prior to and during the anticipated nesting dates, shielding the work area from bird and bat access prior to the anticipated nesting and roosting dates and other measures approved by the Engineer.

Inspections shall be conducted prior to removal of partially constructed and unoccupied nests or the installation of shielding and thereafter on a weekly basis, at a minimum, to ensure eggs or nestlings are not present. Inspections shall be performed by the Contractor's biologist. The findings of the inspections shall be documented in writing and provided to the Engineer within 2 working days.

Within 15 days of contract approval, the Contractor shall submit the MBBPP for acceptance by the Engineer. The Contractor shall allow 15 days after the MBBPP is submitted for review and acceptance by the Engineer. The Contractor shall not perform construction activities, other than that specifically authorized in writing by the Engineer, until the MBBPP has been accepted.

BIOLOGIST QUALIFICATIONS

When required, the Contractor shall provide a biologist to conduct bird nesting and bat roosting surveys. The biologist shall possess a degree in biological or natural science from an accredited college or university and have one-year experience in performing bird nesting and bat roosting surveys or as approved by the Engineer.

PENALTIES

The Contractor shall be responsible for penalties assessed or levied on the Contractor or the Department as a result of the Contractor's failure to comply with the provisions in this section "Migratory Bird And Bat Protection" including, but not limited to, compliance with the applicable provisions of Federal, State and local regulations and requirements as set forth therein.

Penalties as used in this section, "Migratory Bird And Bat Protection," shall include fines, penalties, and damages; whether proposed, assessed, or levied against the Department or the Contractor. Penalties shall also include payments made or costs incurred in settlement for alleged violations of applicable laws, regulations, or requirements. Costs incurred could include sums spent instead of penalties, in mitigation or to remediate or correct violations.

Notwithstanding any other remedies authorized by law, the Department may retain or withhold monies due the Contractor under the contract, in an amount determined by the Department, up to and including the entire amount of penalties proposed, assessed, or levied as a result of the Contractor's violation of Federal or State law, regulations or requirements. Funds may be retained by the Department until final disposition has been made as to the penalties. The Contractor shall remain liable for the full amount of penalties until such time as they are finally resolved with the entity seeking the penalties. Upon final disposition, the Department shall inform the Contractor of the withheld amount.

PAYMENT

The contract lump sum price paid for migratory bird and bat protection shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in protection of migratory birds and roosting bats including additional mobilizations, and other additional costs; biologist inspections; and development, submittal and implementation of the MBBPP as specified in the Standard Specifications and these special provisions, and as directed by the Engineer.